

"International Exposition the Statue of Dr. Sun Yat Sen now located in St. Mary's Square.

O P I N I O N

"The statue of Sun Yat Sen being located in St. Mary's Park is, by virtue of Section 41 of the Charter, under the jurisdiction of the Park Commissioners.

"The statue in question having been dedicated for park purposes, it is beyond the power of the Park Commission to permit it to be removed or used for any purpose other than park purposes.

"The cases in California are unanimous in this respect. It is apparent that the lending of the statue would not be for park purposes.

"You are, therefore, advised that the statue of Dr. Sun Yat Sen may not be loaned to the Golden Gate International Exposition.

Yours very truly

(Signed) Jno. J. O'Toole
City Attorney.

"Park Commissioners."

Agreements-
Aquatic Park
rowing clubs:

The Secretary was then instructed to incorporate in the minutes the following agreement, which was certified by the Controller on January 17, 1939:

"A G R E E M E N T

"THIS AGREEMENT, entered into by and between the PARK COMMISSION of the City and County of San Francisco, hereinafter called the 'Commission' and the (DOLPHIN SWIMMING AND BOATING CLUB) a non-profit corporation, hereinafter called the 'Club';

W I T N E S S E T H:

"THAT WHEREAS, for many years prior to the time when the City and County of San Francisco acquired a certain portion of the property now known and dedicated as 'Aquatic Park', the Club owned and maintained on said portion of said property a certain boathouse and headquarters for the members of said Club; and

"WHEREAS, said Club claims certain rights to maintain its said building and boathouse on said property; and

"WHEREAS, the Commission is in charge of all said property and is improving and developing the same as an aquatic park for the City and County of San Francisco and the immediate

"acquisition of the site and property on which said club buildings are situated is necessary for the proper development of said aquatic park; and

"WHEREAS, it is the present intention of the Commission to erect as soon as funds are available for said purpose a new building or new buildings which will afford accommodations for several boating clubs and similar organizations in the aquatic park, said clubs to be permitted to occupy space in said building or buildings on a fair and reasonable rental basis to be fixed by the Commission, and when said building or buildings are erected and said accommodations are provided, it will not be necessary for the Club to continue to use or occupy its present building; and

"WHEREAS, it is the desire of the Commission and the Club that the aforesaid building should become the property of the City and County of San Francisco and remain under the jurisdiction of the Commission,

"NOW, THEREFORE, IT IS AGREED as follows, to-wit:

"That the Club does hereby, for the consideration hereinafter mentioned, sell, assign and transfer and set over unto the City and County of San Francisco, for the use and benefit of the Park Commission, to be used in connection with said Aquatic Park, its boathouse and headquarters hereinbefore mentioned and any and all other right, title and interest which the Club has or may have in or to any part or portion of said Park or its appurtenances or improvements thereon or therein, the said sale, assignment and transfer to be subject to the following conditions and upon the following considerations:

"(a) The Commission will pay and discharge in full the cost and expense incurred in moving said building from its former location to its present location, to-wit, the sum of (\$1565.00); the Commission will also pay and discharge the cost of setting said building on proper foundations in its present location and all expenses of the removal of said building and relocating the same in its present location, as well as any and all damages sustained by said building in the process of removal and relocation, which cost and expense are hereby agreed to be the sum of (\$1359.15), which the Club agrees to accept in full settlement of all claims that the Club has or may have against said Commission and the City and County of San Francisco;

"(b) That the Club shall be, and is hereby, permitted to use and occupy said building for the same purposes and to the same extent as the same has been heretofore occupied and used by said Club upon condition that said Club will make all necessary repairs to said building after the same has been relocated and after the damages done to said building by said relocation have been repaired,

"and that said Club will, from time to time, and especially when directed to do so by the Commission, paint the exterior of said building and generally maintain said building so that the same will conform generally with the surrounding buildings in said Aquatic Park; the said building to be used and occupied by said Club until a building is, or buildings are, erected by the Commission which will afford to the Club accommodations to continue its present activities, and when said building is, or said buildings are, erected and such accommodations provided for the activities of the Club, the Club will vacate and surrender to the Commission its present quarters.

"(c) That the Club hereby agrees to save the City and County of San Francisco and the Commission free and harmless from any and all claims for damages occurring in and about the aforesaid building or adjacent thereto from any cause whatsoever while the same is being used or occupied by the said Club and will carry liability insurance to the amount of at least Five Thousand Dollars (\$5,000.00) in a duly qualified liability insurance company satisfactory to the Commission protecting the City and County of San Francisco and the Commission from any and all liability by reason of any accident occurring on, in or about the aforesaid building or the approaches thereto; loss under such a policy of insurance being made payable to the City and County of San Francisco, the Commission and the Club as their respective liability may be determined, but such insurance shall, in all claims be used first to indemnify the City and County of San Francisco and the Commission before being used to indemnify the Club;

"(d) The Club shall have the right to improve the aforesaid building and make alterations and additions thereto provided the said improvements, alterations or additions are first approved by the Commission, and said improvements, alterations or additions are to be made entirely at the expense of the Club and without cost of any kind to the City or to the Commission;

"(e) The Commission agrees that it will replace the pile structure, runway and floats heretofore used by said Club in its former location upon condition that all boats coming into said Aquatic Park may land at said floats and that those embarking and disembarking from said boats may have the privilege of passing over the property of the Commission herein and hereby leased to the Club to other portions of said Aquatic Park or to surrounding streets and roadways. In other words, that the public generally in embarking and disembarking from small boats in said Aquatic Park may have the use of said floats and runways and have the privilege of passing over the premises leased by the Commission to the Club to the surrounding streets and roadways.

"(f) The Club hereby agrees that as long as it occupies its present quarters it will so conduct its affairs that said Club shall be operated and maintained so as not to interfere with the use of said Aquatic Park by all other persons privileged to use the same, and that its said club members, as well as all persons who may have the right of visiting said Club, will at all times comport themselves in an orderly manner and with due regard for the rights and comfort of all other persons who may be privileged to visit or use said Aquatic Park.

"(g) Any of the rights or privileges granted or acquired by the Club under and pursuant to this agreement shall be personal to the Club and shall not be assigned or transferred either directly or indirectly, or by operation of law or otherwise, without the consent of the Commission.

"(h) Upon the failure of the Club, after reasonable notice to do so, to do and perform and to obey, all and singular, the covenants contained in this agreement, the Commission may terminate the right of the Club to occupy said building by giving to said Club thirty (30) days notice in writing of its intention to terminate said right and upon the expiration of said thirty (30) days said Commission may re-enter and take possession of said building.

"It is the intention of the parties hereto that the aforesaid building to be used and occupied by the Club shall be used exclusively for recreational purposes by said Club, and that nothing herein contained shall be construed to permit the occupancy of said building by the Club for any period or term in excess of that provided by the charter.

"IN WITNESS WHEREOF, the Commission has caused this agreement to be executed by its President and Secretary pursuant to Ordinance No. 23.01114 of the Board of Supervisors, and the Club has caused the same to be executed by the properly constituted officers this 29th day of September, 1938.

PARK COMMISSION

(Attached to foot
(of agreement:

(Copy of Bill No.
(1632, Ordinance
(No. 23.01114 of the

(Board of Super-
(visors, as

(incorporated in
(minutes of Park

(Commission meeting,
(held August 18,
(1938.

By (Signed) Herbert Fleishhacker
President

By (Signed) B. P. Lamb
Secretary

DOLPHIN SWIMMING AND BOATING CLUB

By (Signed) Lawton Hughes
President

By (Signed) J. Chicco
Secretary "

The following agreements, which were identical in wording with that for the Dolphin Swimming and Boating Club except for the name of the club concerned, the amount of the payment for damages to the club buildings cited in Section (a), and the signatures, all of which are indicated below, were also presented and ordered filed:

SOUTH END ROWING CLUB: Signed for the Park Commission by Herbert Fleishhacker, President, and by B.P. Lamb, Secretary. Signed for the South End Rowing Club by William M. Wilson, President, and by Edward F. Penaat, Secretary. Amount of payment to Club, \$3,064.61.

ARIEL ROWING CLUB: Signed for the Park Commission by Herbert Fleishhacker, President, and by B.P. Lamb, Secretary. Signed for the Ariel Rowing Club by Elmer P. Delany, President, and by John E. Gamble, Secretary. Amount of payment to Club, \$1,523.95.

Sutro house-
condition:

A report from Construction Superintendent Bart Rolph relative to the condition of the dwelling place on Sutro Heights was next submitted and ordered held in abeyance.

Aquatic Park-
bridge
tournament:

For the reason that the Aquatic Park building will not be equipped by Sunday, February 5, the Board next granted its use for a contract bridge tournament on the afternoon of that day, the event being sponsored by the San Francisco Chronicle.

Audit of
park books:

The Secretary then stated that he had once more conferred with the Controller and that the latter had reiterated his desire to have the Park Commissioners request an audit of their accounts.

The Board thereupon adopted the following resolution:

RESOLUTION
NO. 226

Audit of
park books:

RESOLUTION NO. 226

RESOLVED unanimously by the Board of Park Commissioners that the Controller's office be provided with a Work Order in the amount of One Thousand Dollars (\$1,000.00), for an audit of the accounts of the Park Commission, the moneys to be allocated from surplus funds.